

## REMARKS

The Examiner is thanked for the performance of a thorough search.

Prior to entry of this response, Claims 1-40 were pending in the application. By this response, Claims 41 and 42 are added and Claims 2 and 15 are canceled. Hence, Claims 1, 3-14, and 16-42 are pending in the application upon entry of this response.

Claims 1, 9, and 27 are amended herein.

## SUMMARY OF THE REJECTIONS/OBJECTIONS

Claim 1 was rejected under 35 U.S.C. §112, second paragraph; and

Claims 1-40 were rejected under 35 U.S.C. §102(e) as allegedly unpatentable over Mikurak (“*Mikurak*”; U.S. Patent Application No. 2004/0064351).

## THE REJECTIONS NOT BASED ON THE PRIOR ART

Claim 1 was rejected under 35 U.S.C. §112, second paragraph, as allegedly lacking antecedent basis. Specifically, line 11 recites “a trading partner” and the Office Action alleges that this should recite “trading partner” or “the trading partner.” This rejection is traversed, based on the following remarks.

The Office Action asserts that there is insufficient antecedent basis for the limitation that includes the term “a trading partner” in line 11 of Claim 1. It is unclear as to what this rejection is about because the first introduction of a party referred to as a trading partner in Claim 1 occurs at line 11, where “trading partner” is preceded by the article “a.” Prior uses of the term “trading partner” in Claim 1 do not refer to a trading partner, per se, but to “trading partner *information*” (see, e.g., lines 4-5, 8, and 10). Respectfully, the Office Action’s suggestion to substitute “the trading partner” for “a trading partner” at line 11 would actually lack antecedent basis because line 11 contains the first reference to the party referred to as a

“trading partner” and, therefore, risks being indefinite if preceded by the article “the.”

Reconsideration and withdrawal of this rejection of Claim 1 under 35 U.S.C. §112, second paragraph, is requested.

#### THE REJECTIONS BASED ON THE PRIOR ART

Claims 1-40 were rejected under 35 U.S.C. §102(e) as allegedly unpatentable over *Mikurak*.

Amended **Claim 1** recites, with emphasis added:

specifying, in a publicly-available description of a web service that is provided by a first party, that at least some communications to said web service are to include trading partner information; receiving, by said first party, a request for said web service; wherein said request was constructed, based on said description, to include particular trading partner information associated with business transactions between said first party and a second party; [[and]] wherein said particular trading partner information includes identification of said second party as a trading partner of said first party; based on said particular trading partner information, determining whether said second party is an established trading partner of said first party; if it is determined that said second party is an established trading partner of said first party, then based on said particular trading partner information, retrieving information about agreements that govern business transactions between said first party and said second party; and servicing said request for said web service according to one or more of said agreements.

Applicants concede that *Mikurak* discusses a network-based supply chain framework for collaborative order management, in which **information regarding the status of completion of an order is exchanged** between parties, and **the progress in completing the order is tracked and reported** based on such exchanges of information (para. [0009]). *Mikurak* discusses a buyer-centric selling model which could utilize an environment between trading partners which promotes browsing and comparing products, ordering products, fulfillment, payment, and customer support services (para. [2367]). *Mikurak* also discusses in very general terms that with such buyer-centric cases, **implementations require sellers to specially configure or integrate their own systems in order to participate**, and that agreements must be made as to what information is to be shared, how to model the information, the standards for messaging and communication, and what technologies will be used.

However, Claim 1 is not directed to simply forming agreements between buyers and sellers as trading partners and establishing network-based infrastructure to facilitate online business between such trading partners. Rather, Claim 1 is about specifying in a publicly-available Web Service description that certain trading partner information is required in a message to a Web Service, identifying the specific established trading partner based on such information included in an actual message to the Web Service, and accessing pre-established agreements between the trading partners based on the information included in the message, for use in governing the services, processes, and/or transactions embodied in the Web Service.

Hence, one significant distinction between *Mikurak* and Claim 1 is that *Mikurak* does not teach or fairly suggest specifying inclusion in a Web Service request certain information that **specifically identifies the requesting party as an established trading partner** of the party providing the Web Service. By contrast, *Mikurak* describes closed, party-specific systems rather than open, generalized systems such as Web Service systems described in the application.

The closed party-specific systems discussed in *Mikurak* would not need to identify that a party is an established trading partner and, therefore, *Mikurak* does not teach or suggest requiring inclusion of, or including, such information in communications to a corresponding Web Service. The systems of *Mikurak* would not likely need such information because implementations require sellers to specially configure or integrate their own systems in order to participate, i.e., the seller's system is already specifically tailored to the buyer(s) for which the seller's system was configured and, therefore, is specific to the particular trading partner. Thus, one fundamental distinction between *Mikurak* and Claim 1 is that ***Mikurak* does not teach or suggest requiring and including in a Web Service request certain information that identifies the requesting party as a trading partner of the party providing the Web Service.**

Furthermore, in contrast with requiring sellers to specially configure their own systems to participate in such a model, Claim 1 recites specifying, in a **publicly-available Web Service description** (e.g., a WSDL description registered with a public UDDI registry), that communications to the corresponding Web Service need to include certain trading partner information. Hence, rather than using public standards-based Web Services languages and infrastructure, *Mikurak* only discusses use of closed proprietary-based systems. *Mikurak* does not even remotely suggest the use of public standards-based Web Services infrastructure or indicate any knowledge of or present any teachings based thereon. Thus, another distinction between *Mikurak* and Claim 1 is that ***Mikurak* does not employ a publicly-available Web Service description to specify specific trading partner information that needs to be included in corresponding Web Service messages.**

An additional distinction between *Mikurak* and Claim 1 is that, while *Mikurak* generally and vaguely mentions agreements between buyers and sellers, and mentions service level

agreements (SLAs), *Mikurak* does not teach or fairly suggest (a) **retrieving information about pre-established agreements that govern business transactions between said first party and said second party** (b) **based on said particular trading partner information that is included in the request message** (c) **as required by the publicly-available Web Service description**. Stated otherwise, *Mikurak* does not teach or fairly suggest using trading partner information included in a message to the Web Service to index into a data structure (e.g., a table in a database) to automatically retrieve pre-established agreements between the requesting trading partner specifically identified in the message, for use in governing the business transaction with which the message is associated, such as policies and processes used to govern the transaction.

Based on the numerous distinctions between *Mikurak* and Claim 1 described above, *Mikurak* is too deficient in its explicit teachings to truly anticipate Claim 1. Independent **Claim 27** is amended similarly to Claim 1 and, therefore, is patentable over the cited reference of record for at least the same reasons as Claim 1.

**Claims 3-14 and 16-26** depend from Claim 1 and **Claims 28-38** depend from Claim 27. Therefore, each of these dependent claims is also patentable over the cited reference of record for at least the same reasons as the independent claim from which it respectively depends. Furthermore, each of these dependent claims includes at least one other limitation that makes it further patentable over the references of record. However, due to the fundamental difference between Claim 1 and *Mikurak* discussed above, discussion of these additional differences is unnecessary and is foregone at this time beyond the extent that may be presented hereafter. However, the rejection of the dependent claims is collectively traversed, and no statements of official notice, overarching allegations of anticipation, or allegations of well-known features that may be present in the Office Action are stipulated to or admitted as prior art features, and

the right to separately argue such features in the future is not disclaimed. Reconsideration and withdrawal of the rejection of Claims 1, 3-14, and 16-38 under 35 U.S.C. §102(e) is respectfully requested.

For example, a distinction between *Mikurak* and **Claim 11** is that *Mikurak* does not teach or fairly suggest including in a Web Service request certain information that **identifies the type of party that the requesting party is characterized as**. For example, the trading partner information included in the Web Service request needs to include an attribute generally referred to as PARTY\_TYPE, which identifies the characterization of the requesting trading partner, e.g., a customer, a bank, a supplier. Because different types of trading partners (e.g., business entities that operate in different business industries) provide different products or services or assume different positions in a transaction, different policies and procedures with respect to on-line business transactions may be established between participating parties and such party-type-specific distinctions can be distinguished through use of the PARTY\_TYPE information. Furthermore, how a requesting trading partner is characterized may affect where and how information is stored internal to the Web Service application or system. For example, an enterprise resource planning system may treat customers and suppliers as separate sub-systems, which may maintain trading partner information in different manners.

By contrast, the closed party-specific systems discussed in *Mikurak* would not seem to need such party type information and, therefore, *Mikurak* does not teach or suggest including such information in communications to a corresponding Web Service. The systems of *Mikurak* would not likely need such information because implementations require sellers to specially configure or integrate their own systems in order to participate, i.e., the seller's system is already specific to the buyer(s) for which the system was configured. Thus, another distinction between *Mikurak* and Claim 11 is that *Mikurak* does not teach or suggest including in a Web

Service request certain information that identifies the type of party that the requesting party is characterized as. Thus, Claim 11 is further patentable over the cited reference for this additional reason.

Independent **Claim 39** recites:

accessing from a Universal Description, Discovery and Integration (UDDI) registry, by a second party, a description of a web service that is provided by a first party, wherein said description includes a requirement that at least one communication to said web service is to include trading partner information;

determining from said description, by said second party, that at least one communication to said web service is to include trading partner information;

constructing, based on said description, a message to said web service that includes particular trading partner information according to said requirement; and

transmitting said message to said web service.

In addition to having a limitation about including particularly specified trading partner information in a message to a Web Service (similarly to Claim 1), Claim 39 is further limited by having to access the Web Service description, which specifies the trading partner information requirement, from a UDDI registry. Thus, Claim 39 is clearly in the context of kind of Web Services that are characterized and standardized in the various WSDL and UDDI documents referenced in the application, rather than in the general context of any kind of service offered over the Web. Therefore, reconsideration and withdrawal of the rejection of Claims 39 and 40 under 35 U.S.C. §102(e) is requested.

## NEW CLAIMS

Claims 41 and 42, dependent on Claims 1 and 27, respectively, are added to claim subject matter disclosed in the application as filed (*see*, e.g., para. [0050]). Hence, no new matter is introduced in the application by way of these new claims. Being dependent on Claims 1 or 27, each of these new claims is patentable over the cited reference of record for at least the same reasons as the claim from which it depends. Furthermore, each of Claims 41 and 42 recites at least one additional limitation that makes it further patentable over the cited reference. Therefore, entry, consideration, and allowance of Claims 41 and 42 is requested.

## CONCLUSION

For the reasons set forth above, it is respectfully submitted that all of the pending claims are in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

Please charge any shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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